

AGREEMENT

Between

CITY OF BAYONNE

And

M. J.

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NUMBER 7

January 1, 1977 through December 31, 1979

APRUZZESE & McDERMOTT
A Professional Corporation
Independence Plaza
500 Morris Avenue
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CITY OF BAYONNE

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A G R E E M E N T

THIS AGREEMENT, made this 7th day of *Sept.* 1977,

between the City of Bayonne, hereinafter referred to as "City" or "Employer" and New Jersey State Policemen's Benevolent Association, Bayonne Local Number 7, hereinafter referred to as the "P.B.A.",

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the P.B.A. as follows:

ARTICLE IRECOGNITION

Section 1. The Employer hereby recognizes the aforementioned P.B.A. as the exclusive representative for all its patrolmen in its Police Department in Bayonne, New Jersey, but excluding superior officers and all other employees. Patrolmen, as used herein, shall mean all male and female police officers below the rank of Sergeant, including Patrolmen, Patrolwomen and acting Detectives.

ARTICLE IIMANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

Section 2. It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer-Employee Relations Act. This right shall include, but shall not be limited to the right to:

- (A) Direct the employees;
- (B) Hire, promote, transfer and assign;
- (C) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

It is specifically understood that this Article is subject to the provisions of this Agreement and the New Jersey Employer-Employee Relations Act.

ARTICLE IIIGRIEVANCE PROCEDUREA. Definition

A grievance is defined as an alleged violation of this Agreement or an improper administrative decision.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the police administration, and having the grievance adjusted without intervention of the P.B.A. provided the adjustment is not inconsistent with this Agreement. The P.B.A. will be given the opportunity to be present at such adjustments provided the grievant requests same.

C. Procedure

An aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

D. The Following Procedure is Mutually Agreed Upon for the Settlement of Grievances:

STEP ONE

An employee with a grievance shall first discuss it with the captain in command at the time the grievance occurred with the objective of resolving the matter informally.

STEP TWO

If the aggrieved person is not satisfied with the disposition at Step One, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the aggrieved person may discuss the matter with the Deputy Chief or Inspector in charge of his division and present to such officer a statement of the grievance in writing. The superior officer shall render his decision in writing within five (5) calendar days after presentation of a grievance to him.

STEP THREE

If the aggrieved person is not satisfied with the decision under Step Two or if no decision has been rendered within five (5) calendar days after presentation of the grievance to the superior officer, the aggrieved person may present the written grievance to the Chief. The Chief shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance to him.

STEP FOUR

In the event that the aggrieved person is not satisfied with the decision of the Chief at Step Three, or in the event that no decision has been rendered by the Chief within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented by the aggrieved person or the P.B.A. on his behalf to the Director of the Department of Public Safety. The Director shall render his decision, in writing,

within seven (7) calendar days after the presentation of the grievance to him.

STEP FIVE

In the event that the P.B.A. is not satisfied with the decision of the Director, the P.B.A., on the grievant's behalf, has fifteen (15) calendar days in which to request binding arbitration.

A. The Arbitrator shall be selected in accordance with the rules and regulations of the New Jersey State Board of Mediation.

B. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration Hearing.

C. The costs for the services of the Arbitrator shall be borne equally by the City and the P.B.A. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

D. In the event that a grievance involves alleged improper action by an Inspector, Deputy Chief, Chief or Director of Police, the grievance shall be instituted at the level where the grievance arises and the necessity of presenting the grievance at the lower steps of the Grievance Procedure shall be waived.

E. A grievance affecting a class of employees under Article I may be submitted by the P.B.A. on behalf of said named group at the appropriate Step of the Grievance Procedure.

F. In the event that an aggrieved employee elects to pursue any remedies available through the New Jersey Civil Service Commission, the right to submit the grievance to arbitration shall be deemed to have been waived.

G. Charges or Complaints Against Employees:

1. Members of the Bayonne Police Department hold a unique status as public officers in that the exercise of their duties is a portion of the police power of the State.

2. In view of the nature of their contacts and relationships with the public, questions may arise concerning the actions of the members of the force. Such questions may require prompt investigation by superior officers or other competent authority.

3. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the force, the following rules of procedure are hereby established:

A. The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty.

B. The interrogation shall take place at a location designated by the investigating officer, usually at headquarters.

C. The member of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and identity of all persons present during the interrogation.

D. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations against him should be provided. If it is known that the member of the Department being interrogated is a witness only, he should be so informed.

E. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

F. The member shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.

G. In all cases wherein a member is to be interrogated concerning an alleged violation of the Department rules and regulations which, if proven, may result in his dismissal from the service, he shall be afforded, if he so requests, a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Police Benevolent Association before being interrogated. An attorney of his own choosing and/or a representative of the

Policemen's Benevolent Association may be present during the interrogation, but may not participate in the interrogation except to counsel the member. However, in such cases, the interrogation may not be postponed for the purpose of counsel and/or a representative of the Policemen's Benevolent Association past 10:00 a.m. of the day following notification of interrogation.

H. Requests for consultation and/or representation or the recording of questioning in investigations shall not be denied unless sufficient reasons are advanced by the Employer in writing.

I. If a member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the United States Supreme Court requirements.

J. Under the circumstances described in paragraph G, the member shall be given an exact copy of any written statements he may execute, or if the questioning is mechanically or stenographically recorded the member shall be given a copy of such recording or transcript if requested and paid for by him.

K. The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

4. No member shall be ordered to submit to a polygraph (lie-detector) test for any reason. Such test may be given if requested by the member.

5. No member shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood, for any reason except as may be provided otherwise by specific, statutory law. Such test may be given if requested by the member.

ARTICLE IV

SALARIES

Section 1. The salary schedule for all officers recognized as being represented by the P.B.A. shall be as follows:

Effective December ²⁸ 27, 1976	\$13,700
Effective June 28, 1977	14,000
Effective December 27, 1977	14,600
Effective December 26, 1978	15,200
Effective June 26, 1979	16,000

Section 2. Notwithstanding any of the foregoing, anyone appointed after September 1, 1977 to the position of policeman shall be paid during the term of this Agreement in accordance with the salary schedule set forth below:

Starting Salary	\$11,400
Commencing the first day of the first payroll period following the first anniversary of his appointment	12,200
Commencing the first day of the first payroll period following the second anniversary of his appointment	13,000

Commencing the first day of the
first payroll period following
the third anniversary of his
appointment 13,800

Commencing the first day of the
first payroll period following
the fourth anniversary of his
appointment 14,600

Commencing the first day of the
first payroll period following
the fifth anniversary of his
appointment First Grade Salary

Section 3. Increments - All policemen with at least five
(5) years service shall, in addition to the salary set forth
in Article IV, Section 1, receive additional salary payments
as follows, on the dates indicated below:

A. All policemen who have been employed for a period of
at least five years shall receive an additional 2% of their
base pay as a longevity salary increment. The payment of said
increment shall commence on the first day of the first payroll
period following the fifth anniversary of said member's employment.

B. All policemen who have been employed for a period of at
least ten years shall receive an additional 4% of their base pay
as a longevity salary increment. The payment of said increment
shall commence on the first day of the first payroll period
following the tenth anniversary of said member's employment.

C. All policemen who have been employed for a period of at least fifteen years shall receive an additional 6% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifteenth anniversary of said member's employment.

D. All policemen who have been employed for a period of at least twenty years shall receive an additional 8% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twentieth anniversary of said member's employment.

E. All policemen who have been employed for a period of at least twenty-five years shall receive an additional 10% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twenty-fifth anniversary of said member's employment.

Section 4. Clothing Allowance - The members of the force shall in addition to their salaries, be paid the sum of two hundred-fifty (250) dollars per year as an allowance for the purchase, care, and replacement of uniforms. The said sum shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payments shall

come due. The sum of \$125 shall come due and payable on the first day of July, and the sum of \$125 shall come due and payable on the twenty-second day of December in each year. For the purpose of this section, the six month period prior to the first day of July shall be deemed to commence on the first day of January and the six month period prior to the twenty-second day of December shall be deemed to commence on the first day of July.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1. The shift patterns for employees assigned to the Bureau of Patrol in the Uniformed Division which were in effect at the time the negotiations resulting in this Agreement commenced shall remain in full force and effect upon the execution of this Agreement. The Department must give sixteen (16) hours prior notice to an employee in the Bureau of Patrol before changing his scheduled shift and requiring him to report to work. This prior notice does not apply in emergency or overtime situations.

Section 2. Compensation for off-duty time spent for criminal court and traffic violation appearances shall be as follows:

- | | | |
|-----|---|-------------------------------|
| (a) | Upper court or state agency appearance in Trenton | 8 hours at straight time rate |
| (b) | Superior court and County court in Hudson County | 6 hours at straight time rate |

(c) Municipal court

4 hours at straight
time rate

When a policeman is subpoenaed to appear in the upper court or state agencies as set forth in (a) and (b) above, the policeman shall contact the Detective Bureau for verification that his appearance is required on a certain date.

Section 3. Effective October 4, 1977, overtime pay at time and one-half (1-1/2) the straight time rate will be paid for all hours over eight (8) in a day and forty (40) in a week, excluding ten (10) minutes time at the beginning of the shift and fifteen (15) minutes at the end of the shift.

A list shall be established for overtime work for patrol duty only. Overtime shall be rotated among employees on this list. If or when an employee is called for overtime duty, and he is not contacted or the request for overtime cannot be communicated to him in time to perform such duty, he shall be called again for the next overtime duty assignment. If an employee is called for overtime duty and declines same, then he shall not be called again for the next overtime duty assignment until the entire list is called.

Section 4. Whenever a police officer completes his tour, returns to his home and is then required to report back to headquarters or duty, he will be paid a minimum of four (4) hours at straight time. No overtime pay shall be paid to

off-duty policemen if the entire department is ordered to participate in the Memorial parade or funeral duty. This provision does not apply to those on sick leave and vacation.

Section 5. The City agrees to meet and confer with a committee consisting of three (3) representatives of the P.B.A. and make affirmative recommendations concerning variations or modifications of the existing work schedule of the Bayonne Police Department.

ARTICLE VI

HEALTH INSURANCE

Section 1. The City shall assume the full cost for providing Blue Cross, Blue Shield, Rider J and Major Medical insurance for each employee and his eligible dependents.

ARTICLE VII

RETENTION OF BENEFITS

Section 1. Except as otherwise provided herein, all working conditions under which the officers are presently operating, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement. Vacation benefits for police officers hired after September 1, 1977 are set forth in Appendix A attached hereto.

The provisions of all municipal ordinances and resolutions, pertaining to the Police Department, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE VIII

LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the statutes of the State of New Jersey.

ARTICLE IX

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the P.B.A. shall discriminate against any employees because of race, creed, color, age, sex or national origin.

ARTICLE X

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and

effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XI

P.B.A. RIGHTS AND PRIVILEGES

Section 1. The City agrees to make available information which may be necessary for the P.B.A. to process any grievance or complaint, except in the case of personnel matters, in which case the release of information shall be made on the basis of legal advice from the Law Director.

The personnel office shall make an employee's personnel file available for inspection by the employee on a reasonable basis. This privilege does not apply to files of the Internal Affairs Unit.

Section 2. Whenever any representative of the P.B.A. or any policeman is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay or time off.

Section 3. The P.B.A. shall have the right to use the police bulletin board at Police Headquarters to post P.B.A. information.

Section 4. The President and State Delegate of the P.B.A. shall have the right to attend regular P.B.A. Local and State monthly meetings without loss of pay. However, this right is subject to denial by the Chief of Police, subject to appeal to the Director of Public Safety, based on the needs of the police service.

Section 5. The City agrees that the President of the P.B.A. must request permission from the Captain in command, or in his absence, the desk lieutenant, to leave his post on P.B.A. business not to exceed one hour. This permission will be granted as a matter of right unless manpower needs prevent same. Any additional time over one hour must be with specific permission from the Captain in command. The City further agrees that any authorized representative(s) of the P.B.A. may enter headquarters of the municipal building during the work day or night at reasonable hours, provided they announce their presence to the person in charge, and do not interfere with the normal work of headquarters or the municipal building, or any office therein.

Section 6. A patrol car is to be provided to the P.B.A. for all funerals of police officers killed in the line of duty in New Jersey and New York, if the New York funeral is within fifty (50) miles of the City of Bayonne.

Section 7. All members of the Police Department will be trained with firearms two (2) times a year, effective in 1978.

ARTICLE XII

HOLIDAY CALENDAR

There shall be eight (8) annual holidays granted to each officer. Five of these holidays shall be added to the officer's vacation pursuant to present policies. Three of these holidays shall be treated as personal leave days and administered pursuant to the provisions of Article XIV herein.

ARTICLE XIII
LEAVES OF ABSENCE

A. Funeral Leave

A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the next scheduled work day after the funeral, not to exceed five (5) working days.

Immediate family shall be defined as follows: mother, father, mother-in-law, father-in-law, son, daughter, sister, brother, husband, wife, grandparents and grandchildren.

B. Military Leave

Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

C. Leaves of Absence Without Pay

Such leaves shall be granted in accordance with the statutes of the State of New Jersey governing Police Departments.

D. Paid Leave of Absence - Attendance at P.B.A. Conventions

A maximum of four (4) employees, to be selected by the P.B.A., shall be entitled to time off with pay for attendance at P.B.A. conventions. The amount of time off for all employees shall not exceed a total of eighteen (18) working days per year.

ARTICLE XIVPERSONAL LEAVE

Such leave shall be for the personal use of the eligible employee and shall not be charged against sick leave with pay nor vacation leave, nor substituted therefore. These must be applied for no less than seven (7) days in advance, except in emergency, of their requested use, and shall not accumulate from year to year. Each employee, however, will be given every opportunity to utilize this leave during the current credit year.

So that the granting of such leave shall not adversely affect the working efficiency of employee's department, the Chief of Police, at his discretion, shall determine the number of such leaves to be granted by him for any particular day; however, the Director shall decide the number of employees in a particular work unit who may be granted leave on any given work day so that such requests would not be arbitrarily denied.

ARTICLE XVRULES AND REGULATIONS

The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the Police Department and maintenance of discipline. However, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative prior to being established.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, but not illegal, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Employer shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of suspension or discharge.

ARTICLE XVI

PARITY CLAUSE

The parties agree that the police shall have parity with the Fire Department during the term of this Agreement regarding any new benefits.

ARTICLE XVIIRESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the P.B.A., its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or picketing and demonstrations, in connection therewith, or other such interference with the normal operation of the Police Department.

ARTICLE XVIIIDURATION

This Agreement shall be effective retroactive to January 1, 1977 and shall extend through December 31, 1979. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty days prior to such expiration date. Within fifteen days of the receipt of the notification by either party, a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said Agreement.

In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the aforementioned sixty days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such appropriations. This Agreement is also subject to the provisions of any State law court decisions, statutes, Civil Service rules and regulations which shall prevail.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers this 7th day of September, 1977.

Attest:

James Q. Hannan

CITY OF BAYONNE

BY Neil P. R. R.

BY Harley S. [Signature]

Attest:

Philip [Signature]

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, BAYONNE
LOCAL NUMBER 7

BY J. G. Warko Pres.

BY Richard P. [Signature] Rec. Secy

LAW OFFICES

SPRITZGER & McDERMOTT

A PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINGFIELD, N. J. 07081

APPENDIX A

A. In accordance with Article XII which provides that five (5) of the eight (8) paid holidays will be taken as a week's vacation, the vacation benefits for police officers hired after September 1, 1977 will be as follows:

After 1 year of service - 2 weeks (including the 5 holidays)

After 2 years of service- 3 weeks (including the 5 holidays)

After 3 years of service- 4 weeks (including the 5 holidays)

After 4 years of service- 5 weeks (including the 5 holidays)

B. Police officers who are entitled to four (4) weeks vacation and eight (8) holidays, five (5) of which to be taken as a week's vacation, will receive two (2) weeks vacation between June 24th and September 4th, and the remaining three (3) weeks in two vacation periods consisting of one (1) or two (2) weeks between January 1 and June 24th and the remainder between September 4th and December 31st.

C. Police officers who are entitled to three (3) weeks vacation and eight (8) holidays, five (5) of which to be taken as a week's vacation, will receive two (2) weeks vacation between June 24th and September 4th and the remaining two (2) weeks between January 1st and June 24th or September 4th and December 31st.

D. Police officers who are entitled to two (2) weeks vacation and eight (8) holidays, five (5) of which to be taken as a week's vacation, will receive one (1) week's vacation

J. G. Wark
[Signature]

between June 24th and September 4th and the remaining two (2) weeks between January 1st and June 24th or September 4th and December 31st.

E. No summertime vacations will be given to police officers with less than two (2) years of service.

F. Should an officer prefer to have three (3) weeks vacation during the period between January 1st and June 24th or September 4th and December 31st, a written request setting forth the reason for his preference must be furnished by the officer to the Deputy Chief at least thirty (30) days prior to the date of his originally pre-scheduled vacation time.

J. J. Wark
J. J. Wark
J. J. Wark

James A. Harmon

Paul A. DeLeon
Henry F. Wiegand

WHEREAS, the CITY OF BAYONNE and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, BAYONNE LOCAL #7, hereinafter referred to as the P.B.A., have been negotiating for a new contract retroactive to January 1, 1977; and

WHEREAS, the City of Bayonne and the P.B.A. reached an accord and an agreement commencing January 1, 1977, and extending through December 31, 1979; and

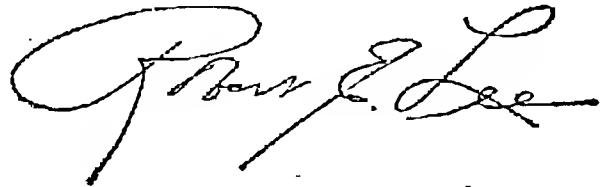
WHEREAS, said contract has been executed by the representatives of the P.B.A.; and

WHEREAS, said contract requires execution on behalf of the City of Bayonne; now, therefore, be it

RESOLVED, That the execution of the contract between the CITY OF BAYONNE and the P.B.A. by the Council President and another member of the City Council, together with the attestation of same by James A. Hannon, Business Administrator, are hereby confirmed and ratified.

A TRUE COPY

ADOPTED SEP 7 1977



CITY CLERK